

G. R. S. IX-5]

Previous references.

1875-76.

~~191~~ .

File No. 5

Serial Nos. 1-5

Later references.

(Genl. Finance)

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1-5.

Part B for

SUBJECT.

Loan to Bishop Cotton's School

(Incomplete)

*Indexed
Kannan Vri.*

Miss Bishop
Attends School 2
to
Ulysses Court.

Udoras, 29 July 1875

S. L. 1.

Ulysses Court.

Let months from the
date of the loan to the period
ordinarily inserted in Mortgage for
repayment - except in those special
cases "where the loan is granted for
a fixed period of years"

This gives the Mortgagee the
right to call for his money at any
time after that date (if in the usual
terms of ten months noted) :-

If however, a fixed period of years

is substituted for the short period of
six months, the Mortgagee cannot
claim his money until the expiration
of three years.

I may add that although for
the better protection of Mortgagees the
short period of six months is adopted
it by no means follows that a
Mortgagee carries to an end at that
time. It continues to run on until
six months notice of demand is
made on either side.

If a period of five years is

prepared for repayment that date can
easily be substituted; but you must kindly
send me down the draft, as it will be
necessary to add a covenant for the
Trustees to remain in possession of the
premises until the expiration of that
period - this covenant is generally omitted
is unnecessary
in mortgages, as they could not be
disturbed without consent - notice -
& default is term fixed for repayment

At the same time I think this
extra caution on the part of the Trustees
is unusual - the intention of a term of

Encl 1

This Indenture made the
his name day of 1875 Between the Commis-
his name - sioner of the Manditory Division, (Bangalore), the
Church of England Chaplain of Saint Marks Church
his name in Bangalore and the Honorary Treasurer of the
Bishop Cotton's Schools and College of Bangalore
(hereinafter called the Trustees of Bishop Cotton's Schools
and College) of the one part, and ^{the honorable} Robert Anstruther
Dalyell Esquire, acting Chief Commissioner of Mysore
and ~~Coorg and his successors-in-office~~ on behalf
of the Mysore Government (hereinafter called the
Mysore Government) of the other part. Whereas by
the terms of a despatch (true copy of which is herewith
attached and marked A) dated 16th January 1875
from Arthur Fremell Esquire, Offg. Secretary to the
Government of India to the Chief Commissioner of
Mysore sanction having been ^{accorded?} ~~awarded~~ by the
Government of India to a loan of Rs. 37000 to be made
to the said Trustees of Bishop Cotton's Schools and
College, and whereas the said Mysore Government
hath agreed to lend to the said Trustees of Bishop
Cotton's Schools and College the said sum of

Rs. 37000 on the terms and conditions specified in the aforesaid ~~Deed~~ ^{that is to say}, (1) that the aforesaid sum of Rs. 37000 or such portion thereof as may remain due to the Mysore Government on the 1st May of each future year shall bear interest at the rate of 5 per cent per annum commencing from the 29th April 1875 (2) that the properly known as Bishop Cotton's Schools and College (hereinafter more fully described) shall be duly conveyed by the trustees thereof in mortgage to the Mysore Government for the due repayment of the said principal sum and the interest accruing thereon, (3) that every subscription realized from the public in aid of the aforesaid schools and College in the nature of a donation or contribution towards the general objects of the Institution, shall when paid to the Mysore Government be held to liquidate its own amount of the debt and also an equivalent amount thereof, that is, every rupee of subscription as aforesaid will be held to liquidate two Rupees of the debt (4) and that this privilege shall only attach to subscriptions paid as aforesaid (before the resumption of Native Rule in Mysore); now this Indenture witnesseth that in pursuance of the said agreement and in consideration of

[4]

the

the sum of Rs. 37000 paid to the said Trustees of
Bishop Cotton's Schools and College by the said
Mysore Government on the 29th day of April 1875
the receipt whereof the said Trustees of Bishop
Cotton's Schools and College do hereby acknow-
- ledge and from the same ^{do} ~~do~~ hereby release
the said Mysore Government, The said Trustees

of Bishop Cotton's Schools and College do hereby
for themselves and their successors in office covenant with the said Mysore Government
that they the said Trustees in their successors in office
grant unto the said Mysore Government their
successors and assigns. All that piece or parcel
of ground with all buildings and erections
now situated thereon and all appurtenances
easements privileges ways watercourses and
hereditaments thereto belonging (a correct plan
of which is herewith annexed and described as
no. 1315 in the Quarter Master General's plan of
the Cantonment of Bangalore), measuring on
the North side 425, 75 and 222 feet respectively,
on the South side 735 feet, on the East side
130. 102. 82. 142 and 125 feet respectively,
and on the West side 135 and 1145 feet respec-
- tively, being bounded on the North by no. 1358 1/2
now or formerly Doctor Paterson's property, South
by a road leading to the Fort, East by no. 2
of no. 13. 18 and Church Parade Street and West

out of the funds of the
said schools & college
on the 29th of
April next pay
the said Mysore
Government their
successors or assigns
a sum of Rs. 37,000
with interest forth-
with at the rate of
5 per cent per annum
without any deduction
and this Indenture
do witness
that for the consideration
aforesaid the said
Trustees do hereby

by No 13 13 ^{formerly} ~~then~~ occupied as Telegraph Office but
now occupied as the Bangalore Club, together
with all additional buildings and erections that
may at any time after the date of these presents
be erected on the said ground. And all the right
title and interest claim and demand whatsoever
of the said Trustees of Bishop Cotton's Schools and
College in, to, and upon the same hereditaments
and premises and every part thereof To have
and to hold the said hereditaments and premises
hereby granted or expressed so to be unto and
to the use of the said Mysore Government their
successors and assigns subject to the proviso
for redemption hereinafter contained. Provided
always and it is hereby agreed and declared
that ~~whenever the said Trustees of Bishop
Cotton's Schools and College or their successors
in office shall have paid to the said Mysore
Government the sum of Rs. 37000 in accordance
with the terms of the said recited despatch of
the Government of India to the Chief Commis-
sioner of Mysore, with interest for the same
after the rate of Rs 5% per annum computed
from the 29th April 1875, then and in such
cases the said Mysore Government their suc-
cessors and assigns shall upon their request~~

if the said Trustees or their successors in office shall
on the 29th October next pay to the said Mysore
Government their successors or assigns the said sum
of Rs. 37,000 with interest for the same in the
meantime at the rate of 5 per cent per annum
then the said Mysore Government their successors or
~~and~~ assigns shall at any time thereafter upon the
request and at the cost of the said Trustees or their
successors in office recover the said premises hereinafore
expressed to be hereby granted to the said Trustees or
their successors And the said Trustees do hereby for
themselves and their successors in office covenant
with the said Mysore Government and their successors
that if the said sum of Rs. 37,000 or any part thereof
shall remain unpaid after the 29th October next they
the said Trustees or their successors in office will out
of the funds of the said schools and college so long
as the same sum or any part thereof shall remain
unpaid pay to the said Mysore Government their successors
or assigns interest for the said sum of Rs. 37,000 or for
so much thereof as shall for the time being remain
unpaid at the rate of 5 per cent per annum by
twelve equal monthly payments - such payments to be
made without any deduction whatsoever on the first day of
every month into the treasury of the Chief Commissioners
of Mysore or other the Principal treasury of the Mysore
Government for the time being. Provided always and it is

herely agreed and declared that the covenants for payment of the said sum of Rs. 37,000 and interest thereon heretofore entered shall not be construed to affect the said Trustees or their successors in office or any of them in their or his personal or individual capacity ~~or to any extent~~ beyond the funds and property of the said schools ^{and} college for the term being in their or his possession or control - Provided always and it is hereby agreed & declared that until the resumption of Native rule in Mysore all subscriptions legacies & bequests realized from the Public and aid of the said schools and college in the nature of a donation or contribution towards the general objects of the said schools and college shall when paid into the Treasury of the Chief Commissioner of Mysore have the full operation and effect laid down in the aforesaid despatch of the Government of India towards the payment and discharge of the said debt of Rs. 37,000 that is to say that every Rupee so paid into the said Treasury shall liquidate and discharge two Rupees of the said debt of Rs. 37,000.

~~and at the cost of the said Trustees of Bishop~~
~~Cotton's Schools and College or their successors~~
~~in office recover the hereditaments and pre-~~
~~mises hereby granted or expressed so to be~~
~~unto and to the use of the said Trustees of~~
~~Bishop Cotton's Schools and College or their~~
~~successors in office. In the meantime and~~
~~until the whole sum of Rs 37000 with interest~~
~~@ 5% per annum shall have been fully paid~~
~~the said Trustees of Bishop Cotton's Schools and~~
~~College or their successors in office shall remain~~
~~in the possession of the said hereditaments and~~
~~premises for the use of the said institution. And~~
~~the said Trustees of Bishop Cotton's Schools and~~
~~College do hereby for themselves and their~~
~~successors in office covenant with the said~~
~~Mysore Government their successors or assigns~~
~~that they the said Trustees of Bishop Cotton's~~
~~Schools and College or their successors in office~~
~~will pay to the said Mysore Government their~~
~~successors or assigns, ^{in instalments, the liquidation of} the said sum of Rs 37000~~
~~in accordance with the terms of the said~~
~~recited despatch, ^{and into the Treasury of the Chief Commissioner} with interest ^{of Mysore all subscriptions legacies & bequests which they the said Trustees} @ 5% per~~
~~annum, ^{the said interest on the said principal} the said interest on the said principal~~
~~or their successors in office may from time to time until the redemption~~
~~sum of Rs 37000 to be paid every month~~
~~without default and such sums towards the~~
~~or contribution towards the general objects of the said schools and college~~

into the
 Chief Commissioner
 Treasury

of Mysore, there is Mysore, receive from the public in the nature of a donation

and will continue the said payments until the said debt
~~said principal sum of Rs 37000 as the said Trust~~
~~of Rs 37,000 as is liquidated in accordance with the terms~~
~~of Bishop Cotton's School and College may at any~~
~~of the said dates. 23 23 23~~
time be able to pay under the terms of the said

~~recited Deed. And the said Trustees of Bishop~~
~~Cotton's School and College do hereby for them -~~
~~selves and their successors in office covenant~~
~~with the said Mysore Government, their successors~~
~~and assigns that they the said Trustees of Bish~~
~~Cotton's School and College now have good~~
~~right to grant the hereditaments and premises~~
~~hereby granted or expressed so to be unto and~~
~~to the use of the said Mysore Government their~~
~~successors or assigns in manner aforesaid.~~

~~And that if default shall be made in pay-~~
~~ment of the ^{said sum of Rs 37000 or the} interest due on the said sum of~~
~~^{thereon} Rs 37000 or any part thereof, as herein before~~
~~expressed and any of the conditions herein~~
~~contained be not conformed ^{to} and complied~~
~~with the said Mysore Government their~~
~~successors or assigns may at any time therea~~
~~enter into and upon the said hereditaments~~
~~and premises and shall thenceforth quietly~~
~~possess and enjoy the same and receive the~~
~~rents and profits thereof without any lawful~~
~~eviction interruption claim or demand ^{by them the said Trustees in their} from ^{or officers}~~
~~by any person or persons ^{claiming through or on trust for} whomsoever ^{And} that~~
~~that fee and discharge from or otherwise by the said Trustees in their ^{successors}~~
~~it is hereby declared and agreed that the said~~
~~in office sufficiently indemnified against all estates incumbrances & claims whatever~~
~~occurred by them the said Trustees or any person claiming through or on trust for~~

And it is hereby agreed and ~~appeared~~ ^{that} the said
Trustees of Bishop Cotton's Schools and College
will always and at all times keep the heredita-
ments and premises in tenable repair ~~and~~
~~that free from incumbrances~~ and further that
they the said Trustees of Bishop Cotton's Schools
and College and their successors in office and
all other persons having or lawfully or equiti-
ably claiming any estate or interest in the
said hereditaments and premises or any part
thereof shall and will from time to time and
at all times hereafter upon the request of the
said Mysore Government, their successors or
assigns and at the cost during the continu-
ance of this security of the said Trustees of
Bishop Cotton's Schools and College or their
successors in office and afterwards of the
person or persons requiring the same do and
execute or cause to be done and executed all
such acts deeds and things for further and
more perfectly assuring the said heredita-
ments and premises unto and to the use of
the said Mysore Government their successors
or assigns aforesaid as shall or may be
reasonably required And it is hereby agreed
and declared that it shall be lawful for the said
Mysore Government their successors or assigns
at any time or times without any further consent
on the part of the said Trustees of Bishop Cotton's
Schools

Schools and College or their successors in office
to sell the hereditaments and premises hereby—
granted or expressed so to be or any part or
parts thereof either together or in lots and either
by public auction or private contract and either
with or without special conditions or stipulations
relative to title or otherwise with power to buy
in the said premises or any part thereof at
any sale by auction or to rescind any contract
for the sale thereof and to resell the same
from time to time without being answerable
for any loss or diminution in price and with
power also to execute assurances give effectual
receipts ~~for the purchase money~~ and do all
other acts and things for completing the sale
which the said Mysore Government their suc-
cessors or assigns shall think proper and
it is hereby agreed and declared that the said
Mysore Government their successors or assigns
shall with and out of the monies to arise from
any such sale as aforesaid in the first place
pay and retain the costs and expenses attend-
ing such sale or otherwise incurred in relation
to this security and in the next place pay and
satisfy the monies which shall then be owing
upon the security of these presents and shall
pay the surplus (if any) to the said Trustees of
Bishop Cottons Schools and College or their
successors

successors in office ~~provided always and it is~~
~~hereby agreed and declared that the power of sale~~
~~hereinbefore contained shall not be exercised~~
~~unless default shall have been made in~~
~~payment of the interest on said principal sum~~
~~of Rs. 37000 or any part thereof as aforesaid and also~~
~~from the space of ~~---~~ calendar months next~~
~~after notice in writing requiring such payment~~
~~shall be or on behalf of the said Mysore~~
~~Government their successors or assigns have~~
~~been given to the Trustees of Bishop Cotton's~~
~~Scholarship College or their successors in office~~
Provided always and it is hereby agreed and declared that the
said Mysore Government their successors or assigns shall not
exercise the power of sale hereinbefore contained unless
and until default shall have been made in
payment at the terms hereinbefore appointed for
payment thereof of the principal money or interest
intended to be hereby secured and the said Mysore
Government their successors or assigns shall have
given a notice in writing to the said Trustees or
their successors in office to pay off the monies for
the time being owing on the security of their presents
or left a notice in writing to that effect at or
upon some part of the premises hereinbefore expressed
to be hereby granted and default shall have been
(11)

made in payment of the whole or part of such monies for six calendar months from the time of giving or leaving such notice or unless and until the whole or some parts of some monthly payment of interest which shall become due on the security of these presents shall have become in arrear for three calendar months. And each of them the said Trustees, so far as relates to his own acts and deeds alone, doth hereby for himself his heirs executors and administrators covenant with the said Mysore Government their Successors and assigns respectively that they the said Trustees respectively have not done or knowingly suffered or been party or privy to anything whereby the said premises herebefore expressed to be hereby granted are or may be impeached affected or incumbered in title estate or otherwise or whereby they the said Trustees are in anywise hindered from granting the same premises in manner aforesaid.

Plan of the premises
1/12/

~~I have settled and do approve of the plan
draft on behalf of the Mysore Government.
I have viewed out the absolute consent for
letter under the draft contained (and under the draft)
- would hereby refer to the (and the draft) a consent on
the part of each of them for his own act and default
only.
It will be observed that the draft contains no
consent for insuring the buildings against fire -
there is some difficulty about this in India. The
premises being on very high, under the thick
of fire would appear to be considerably less than
at home. Usually the Mysore Government will
prefer to let the thick (under the thick)
insure to a minimum for the buildings and
detached) rather than under a full insurance
with so heavy a charge
I can therefore not insure any consents
for insurance against fire~~

William George
2nd June 1875

SL2
My dear Pearce

Please have the
deed, mortgage, or indenture
attested, to the term of the
Rajahs coming of age.
Six months notice might be
inconvenient, though it is not
probable that it would ^{still}
Mr. ^{J. D.} Fordon give me ^{very cogent} reasons
which certainly show that ^{it} is undesirable
that the time fixed for payment
should be before the Rajahs
assumption of the gov. - I have

not sent on your letter to Dr P,
as I have already talked over the
business with him and he agrees
with me. I am

Yours sincerely

[Merrill L. Loring]

31st Jan.

Just when
 my dear father
 I am so sorry
 I cannot under-
 stand you at all
 but I have a big
 box of my care here
 in London -

I enclose to
 Sawfords up & -
 I sent him Mr. Gould's
 letter which I return
 It is easy to see
 that when the M R
 will come of age - 18
 yrs was fixed - and
 six months prior to
 that date with the

sl 4

This original Title Deed &
Deed of Re-assignment should
be kept in a secure place
until the mortgage Deed
is put in prepared, when
all three Deeds should
be put in a cover, and kept
in safe custody pending the
liquidation of the loan

11/4 ~~MS~~

For Appl. 3/16

188 .

From

To The Comptroller

315

Dated 13th

Despatched

November.

Received

Enclosures No. as per margin

General No. 5631.

No. 368

It has the honor to
forward for safe custody,
with the Deed of Mortgage
the marginally noted
documents, and requests
an acknowledgment for
the same.

By order

[Signature]

Under Secy

J. H. S.

Recd of file
order to
123/3/07